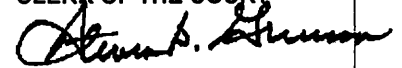


EXHIBIT A

Answer to First Amended Complaint

EXHIBIT A

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13 Counsel for Defendant Paula Hambly

14 EIGHTH JUDICIAL DISTRICT COURT

15 CLARK COUNTY, NEVADA

16 PROCARE HOSPICE OF NEVADA, LLC,
17 a Nevada entity; GREG WALSKI, an
18 individual, ROBERTA WALSKI, an
19 individual, MARK BIRNBAUM, an
20 individual, CONNIE BIRNBAUM, an
21 individual, CLEVIS PARKER, an
22 individual,

23 Plaintiffs

24 v.

25 ADAM PERELGUT, an individual;
26 AMBER PERELGUT, an individual;
27 RACHEL HERNANDEZ, an individual;
28 PAULA HAMBLY, an individual;
EDUARDO LOPEZ, an individual;
JOSEFINA VIEYRA, an individual;
LAURA MUNOZ, an individual;
DANIELLE DAVIS, an individual; DAWN
BORK, an individual; JOAN WARD, an
individual; KATHLEEN ARFUSO, an
individual; CAESAR SOTO, an individual;
ALLISON RANDALL, an individual;
ONECARE HOSPICE, LLC, ONECARE
HEALTH SERVICES, LLC, ONECARE
HOME HEALTH SERVICES, LLC d/b/a

CASE NO.: A-21-827603-C

DEPT. NO.: XXIX

ANSWER TO FIRST AMENDED
COMPLAINT, JURY DEMAND, AND
COUNTERCLAIM

1 ONECARE HOME HEALTH AND
2 HOSPICE, a Nevada entity;
3 COMMUNITY HOME HEALTHCARE,
4 LLC; DOES 1-10; and ROE
5 CORPORATIONS 1-10, inclusive,
6
7 Defendants.

8 Defendant/Counterclaimant PAULA HAMBLY ("PAULA"), by and through
9 her counsel of record Anthony B. Golden, Esq., and Amanda J. Brookhyser, Esq., of
10 GARG GOLDEN LAW FIRM, hereby submits this Answer to Plaintiffs' First
11 Amended Complaint and further submits this Counterclaim against Defendants
12 PROCARE HOSPICE OF NEVADA, LLC ("PROCARE") and MARK BIRNBAUM
13 ("BIRNBAUM") as follows:

14 **ANSWER TO PLAINTIFFS' FIRST AMENDED COMPLAINT**

15 **PARTIES AND JURISDICTION**

16 1. In answering Paragraphs 1, 2, 3, 4, 5, 7, 8, 9, 10 11, 12, 13, 14, 15, 16,
17 19, 20, and 21 of the section entitled Parties and Jurisdiction, PAULA is without
18 sufficient information or knowledge to form a basis as to the truth or falsity of the
19 allegations contained therein and upon that basis, denies each and every allegation
20 contained therein.

21 2. In answering Paragraph 6 of the section entitled Parties and
22 Jurisdiction, PAULA admits that she is a former resident of Clark County, Nevada
23 and is now a resident of the State of Oregon and denies all remaining allegations.

24 3. PAULA denies each and every allegation as set forth in paragraphs 17
25 and 18 of the section entitled Parties and Jurisdiction.

26 **FACTS**

27 4. In answering Paragraphs 19, 20, 21, 22, 23, 24, 25, 26, 28, 29, 30, 31, 32,
28 33, 34, 35, 36, 37, 38, 39, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, and
61 of the section entitled Facts, PAULA is without sufficient information or
knowledge to form a belief as to the truth or falsity of the allegations contained

1 therein and upon that basis, denies each and every allegation contained therein.

2 5. In answering Paragraph 27 of the section entitled Facts, PAULA admits
3 that she is a former employee of PROCARE and denies all remaining allegations.

4 6. In answering Paragraph 40 of the section entitled Facts, PAULA admits
5 that she is Amber Perelgut's mother and denies all remaining allegations.

6 7. In answering Paragraph 45 of the section entitled Facts, PAULA admits
7 that she was terminated on or about July 10, 2020 but denies each and every
8 allegation contained therein.

9 8. PAULA denies each and every allegation as set forth in Paragraphs 41,
10 42, 43, 44, 62, 63, 64, and 65 of the section entitled Facts.

11 **FIRST CAUSE OF ACTION**

12 9. In answering Paragraph 66 of the First Cause of Action, PAULA repeats
13 and realleges her responses to Paragraphs 1 through 65 of the Complaint.

14 10. In answering Paragraph 67 of the First Cause of Action, PAULA is
15 without sufficient information or knowledge to form a belief as to the truth or falsity
16 of the allegations contained therein and upon that basis, denies each and every
17 allegation therein.

18 11. PAULA denies each and every allegation as set forth in Paragraphs 68,
19 69, 70, 71, 72, 73, 74, 75, 76, 77, and 78 of the First Cause of Action.

20 **SECOND CAUSE OF ACTION**

21 12. In answering Paragraph 79 of the Second Cause of Action, PAULA
22 repeats and realleges her responses to Paragraphs 1 through 78 of the Complaint.

23 13. As Paragraph 80 of the Second Cause of Action contains legal
24 conclusions, PAULA can neither admit nor deny the allegations contained therein.

25 14. PAULA denies each and every allegation as set forth in Paragraphs 81,
26 82, 83, 84, and 85 of the Second Cause of Action.

27 **THIRD CAUSE OF ACTION**

28 15. In answering Paragraph 86 of the Third Cause of Action, PAULA

1 repeats and realleges her responses to Paragraphs 1 through 85 of the Complaint.

2 16. As Paragraphs 87, 88, and 89 of the Third Cause of Action concern other
3 Defendants, PAULA can neither admit nor deny the allegations contained therein.

4 **FOURTH CAUSE OF ACTION**

5 17. In answering Paragraph 90 of the Fourth Cause of Action, PAULA
6 repeats and realleges her responses to Paragraphs 1 through 89 of the Complaint.

7 18. PAULA denies each and every allegation as set forth in Paragraphs 691,
8 92, 93, 94, 95, and 96 of the Fourth Cause of Action.

9 **FIFTH CAUSE OF ACTION**

10 19. In answering Paragraph 97 of the Fifth Cause of Action, PAULA repeats
11 and realleges her responses to Paragraphs 1 through 96 of the Complaint.

12 20. PAULA denies each and every allegation as set forth in Paragraphs 98,
13 99, 100, 101, 102, and 103 of the Fifth Cause of Action.

14
15 **SIXTH CAUSE OF ACTION**

16 21. In answering Paragraph 104 of the Sixth Cause of Action, PAULA
17 repeats and realleges her responses to Paragraphs 1 through 103 of the Complaint.

18 22. PAULA denies each and every allegation as set forth in Paragraphs 105,
19 106, 107, 108, 109, 110, 111, 112, 113, 114, and 115 of the Sixth Cause of Action.

20 **SEVENTH CAUSE OF ACTION**

21 23. In answering Paragraph 116 of the Seventh Cause of Action, PAULA
22 repeats and realleges her responses to Paragraphs 1 through 115 of the Complaint.

23 24. As Paragraphs 117, 118, and 119 of the Seventh Cause of Action concern
24 other Defendants, PAULA can neither admit nor deny the allegations contained
25 therein.

26 **EIGHTH CAUSE OF ACTION**

27 25. In answering Paragraph 120 of the Eighth Cause of Action, PAULA
28 repeats and realleges her responses to Paragraphs 1 through 119 of the Complaint.

1 26. As Paragraphs 121, 122, 123, 124, 125, and 126 of the Eighth Cause of
2 Action concern other Defendants, PAULA can neither admit nor deny the allegations
3 contained therein.

4 **AFFIRMATIVE DEFENSES**

5 1. The Complaint fails to state a claim on which relief can be granted.

6 2. To the extent applicable, the Complaint is barred by the applicable
7 statutes of limitations.

8 3. Defendant did not breach any duty owed to Plaintiffs under state or
9 federal law.

10 4. Plaintiff's alleged damages, if any, were in no way caused by, or the
11 result of, Defendant's acts or omissions, but were caused by circumstances, persons,
12 and/or entities for which and/or by whom Defendant is not and may not be held
13 responsible, including Plaintiffs, and for which Defendant cannot be held liable.

14 5. To the extent applicable, Plaintiffs have failed to mitigate damages, and
15 to the extent of such failure, any damages awarded to Plaintiffs should be reduced
16 accordingly.

17 6. Plaintiffs have failed to allege facts sufficient to justify an award of
18 punitive damages, liquidated damages, consequential damages or attorney's fees.

19 7. Defendant asserts that punitive damages and/or liquidated damages
20 constitute excessive fines prohibited by the United States and Nevada Constitutions.
21 The relevant statutes do not permit punitive damages, provide adequate standards
22 or safeguards for their application, and are void for vagueness under the due process
23 clause of the Fourteenth Amendment of the United States Constitution and in
24 accordance with Article 1, Section 8 of the Nevada Constitution.

25 8. Defendant is informed and believes that the facts to be developed
26 through discovery in this action may reveal additional affirmative defenses.
27 Therefore, Defendant reserves the right to amend this Answer to include any
28 additional affirmative defenses later found to be applicable.

1 9. Plaintiffs' claims are barred by the doctrines of waiver, estoppel, laches,
2 and unclean hands.

3 10. Plaintiffs' damages are the result of Plaintiffs' own acts or omissions,
4 whether negligent, intentional, or otherwise, and not the result of acts of omissions
5 of Defendant.

6 11. Plaintiffs have failed to allege facts sufficient to justify injunctive relief.

7 12. Plaintiffs failed to satisfy all conditions precedent to any rights they are
8 attempting to assert under their contract claims.

9 13. Any damages Plaintiffs claim are offset by amounts owed to Defendant.

10 14. Plaintiffs' contract claim fails for lack of consideration in the relevant
11 contract.

12 WHEREFORE, Defendant prays for judgment against Plaintiffs as follows:

- 13 1. That Plaintiffs take nothing by virtue of the First Amended Complaint;
14 2. That judgment be entered in favor of Defendant and against Plaintiffs;
15 3. That Defendant be awarded attorneys' fees and costs; and
16 4. For such other and further relief as the Court deems just and proper.

17 **COUNTERCLAIM AND DEMAND FOR JURY TRIAL**

18 **PARTIES**

19 1. PAULA was a resident of Clark County, Nevada when the incidents
20 alleged in the Counterclaim took place. PAULA is now a resident of the State of
21 Oregon.

22 2. Upon information and belief, PROCARE is a business entity licensed to
23 do business in Clark County, Nevada.

24 3. Upon information and belief, Defendant BIRNBAUM is an individual
25 who resides in Clark County, Nevada.

26 **GENERAL ALLEGATIONS**

27 4. PAULA was hired by PROCARE in 2014 as a marketing liaison. She
28 was promoted to Marketing Director in June 2019.

1 5. When PAULA was promoted to Marketing Director, she was not given
2 a raise but was expected to be available twenty-four (24) hours a day, seven (7) days
3 a week and to take calls on weekends and during vacations.

4 6. While PAULA was an employee at PROCARE, her supervisors and the
5 owners of PROCARE would regularly make discriminatory and demeaning comments
6 to her about her age and gender.

7 7. Derrick Montemayor, who was PAULA's supervisor and, at the time, the
8 fiancé of an owner of PROCARE, told her that she was "too old for the job" and further
9 told her that his female employees should wear short skirts to work.

10 8. Mr. Montemayor made belittling comments to PAULA at work
11 luncheons, in front of referral sources and PAULA's accounts.

12 9. At one meeting in particular, in front of several members of
13 management and the owners, Mr. Montemayor berated PAULA for her marketing
14 report.

15 10. He removed Ms. Hambly from the field, where she was succeeding, and
16 only allowed her to call on referrals. There was no nondiscriminatory purpose for this
17 change.

18 11. Ms. Hambly reported this conduct to Human Resources, and no
19 disciplinary action was ever taken against Mr. Montemayor. Upon information and
20 belief, PAROCARE did not do any investigation into PAULA's allegations.

21 12. PAULA went further and reported Mr. Montemayor's behavior to one of
22 the owners, BIRNBAUM, who replied, "Well, you know he is family, and he sleeps
23 with the owner." Nothing was done.

24 13. Additionally, PAULA experienced other unlawful conduct while she was
25 employed by PROCARE.

26 14. BIRNBAUM, as recently as January 2020, would kiss PAULA on the
27 lips when he would see her. These kisses were not consented to by PAULA and were
28 not welcome.

1 15. BIRNBAUM had a habit of kissing female employees on the lips without
2 their consent or invitation. It was well-known by the female employees of PROCARE
3 that if they saw BIRNBAUM, they would need to prepare themselves for unwanted
4 physical contact.

5 16. BIRNBAUM's offensive conduct was also witnessed by customers of
6 PROCARE who also, upon information and belief, found it offensive and
7 inappropriate.

8 17. Every time PAULA worked with BIRNBAUM, or interacted with him at
9 work, she had to prepare herself for unwanted and offensive contact. PAULA would
10 even try to run her cheek away from BIRNBAUM in these instances to stop him from
11 making contact with her lips.

12 18. PAULA had to work with BIRNBAUM and, in many instances, had to
13 be in a car or a room alone with him. This caused PAULA significant emotional
14 distress as she was always anticipating his next offensive comment or more harmful
15 physical contact.

16 19. BIRNBAUM would regularly make demeaning comments about
17 younger female employees' appearances in front of PAULA, including making
18 comments about how the younger female employees do better on their knees.

19 20. Specifically, in addressing one female employee, BIRNBAUM
20 commented that one only needed to look at her knees to know she was a good
21 marketer.

22 21. BIRNBAUM engaged in this harmful and offensive conduct during
23 business hours, while PAULA was forced to work alongside him.

24 22. BIRNBAUM engaged in this harmful and offensive conduct during the
25 course and scope of his assigned activities on behalf of PROCARE. BIRNBAUM
26 further engaged in this harmful and offensive conduct with PROCARE's ratification.

27 23. It was foreseeable to PROCARE that BIRNBAUM would engage in such
28 harmful and offensive conduct towards PAULA as BIRNBAUM had a history of such

1 contact with other female employees and PROCARE, through its owners and agents,
2 was aware of such a history and did nothing to address it.

3 24. PAULA complained about BIRNBAUM's actions and his unwanted
4 physical contact on many, many occasions. She was told by PROCARE that
5 BIRNBAUM's behavior was inappropriate but there was nothing done about it.
6 BIRNBAUM continued this kind of unwanted physical contact with female employees
7 for the entirety of PAULA's employment with PROCARE.

8 25. PAULA began to hear rumors in January 2020 that she was going to be
9 fired. It was well-known to PAULA and to many of her co-employees that PROCARE
10 was attempting to terminate her because of her age.

11 26. Roberta Walski, who is an owner and Chief Executive Officer of
12 PROCARE, made comments such as the "only good thing about Paula is that she is
13 capable of closing."

14 27. In approximately February 2020, PAULA moved to Oregon. She had
15 already been working from home and PROCARE approved her move.

16 28. On March 3, 2020 PROCARE decided to eliminate PAULA's position
17 title even though the work of a marketing director was still necessary and was still
18 being performed by her.

19 29. Her pay was cut by more than \$40,000.00—from \$108,000.00 annually
20 plus commissions to \$70,000.00 annually with no commissions—because, as she was
21 told, she was "way over paid."

22 30. PAULA was not given written notice of the decrease in her pay.

23 31. While PAULA's pay was cut, Mr. Montemayor's pay remained the same
24 even though he had been removed from the position of Director of Business
25 Development several years prior yet was allowed to keep the salary and the title so
26 as not to "break his spirit."

27 32. Mr. Montemayor and PAULA were similarly situated in their titles as
28 Director of Business Development and Director of Marketing respectively.

1 33. In fact, three (3) female employees on PAULA's team—all younger than
2 her but with less experience and seniority—made \$75,000.00, \$83,000.00, and
3 \$88,000.00 annually with commissions.

4 34. On June 29, 2020 during a phone call with numerous team members,
5 Kim Anderson, who was the new Chief Strategy Officer, demeaned PAULA in front
6 of her coworkers.

7 35. Ms. Anderson continued to target PAULA in several other phone
8 conversations on that day, berating her and chiding her for perceived mistakes that
9 PAULA did not make.

10 36. Ms. Anderson yelled at PAULA over the phone and told her that she cost
11 PROCARE accounts and that she "blew it."

12 37. It was clear to PAULA that PROCARE, through its employees, agents,
13 and owners, created an environment that was so difficult and unpleasant for PAULA
14 that she would quit or PROCARE would be able to fire her under a pretense.

15 38. The working environment created by PROCARE, through its employees,
16 agents, and owners was hostile and discriminatory. PROCARE's discriminatory
17 practices were witnessed by several employees who acknowledge that PAULA was
18 discriminated against because of her age.

19 39. PAULA sent a Complaint to Human Resources on June 29, 2020
20 concerning Ms. Anderson's conduct, and no action was taken. PAULA was wrongfully
21 terminated shortly after filing her Complaint on July 10, 2020 in retaliation.

22 40. PAULA timely filed a Complaint with the Equal Employment
23 Opportunity Commission (EEOC) concerning Defendant's conduct.

24 41. PAULA has completed the intake process and is awaiting her Notice of
25 Right to Sue.

26 42. Once the Notice of Right to Sue is received, PAULA will seek to amend
27 her Complaint to include appropriate additional causes of action but because of the
28 timing obligations under the Rules concerning PAULA's Answer to First Amended

1 Complaint, PAULA had no choice but to file prior to receiving her Notice of Right to
2 Sue.

3 **FIRST CAUSE OF ACTION**

4 **Battery**

5 **(Against BIRNBAUM)**

6 43. Plaintiff repeats and realleges all the foregoing allegations as though
7 fully set forth herein.

8 44. BIRNBAUM made a habit of kissing female employees, including
9 PAULA, on the lips without invitation or consent.

10 45. The physical contact by BIRNBAUM with PAULA's person was
11 unwanted, offensive, and harmful.

12 46. BIRNBAUM intended to cause such harmful and offensive contact with
13 PAULA as was his pattern and practice for the entirety of PAULA's employment with
14 PROCARE.

15 47. BIRNBAUM did cause harmful and offensive contact with PAULA.

16 48. PROCARE is vicariously liable for BIRNBAUM's actions because those
17 actions were not independent ventures, were committed during the very tasks
18 assigned to BIRNBAUM by PROCARE and were reasonably foreseeable.

19 49. As a direct, proximate and legal result of BIRNBAUM's actions, PAULA
20 has been injured.

21 50. As a direct, proximate, and legal result of BIRNBAUM's offensive and
22 harmful contact, Plaintiff has been damaged in excess of \$15,000.00.

23 51. BIRNBAUM is guilty of oppression, fraud, and/or malice, express or
24 implied, because BIRNBAUM knowingly and intentionally caused harmful and
25 offensive contact to the person of PAULA.

26 52. Plaintiff has been required to retain legal counsel to enforce her rights
27 and seeks recovery of all reasonable attorney's fees and costs incurred in this action.

28 ///

SECOND CAUSE OF ACTION

Assault

(Against BIRNBAUM)

53. Plaintiff repeats and realleges all the foregoing allegations as though fully set forth herein.

54. An actor commits assault when he causes another to fee apprehension of harmful or offensive conduct.

55. On every occasion that PAULA knew she had to work with BIRNBAUM or see him, she felt apprehension because she knew he would engage in offensive contact by kissing her on the lips without invitation or consent.

56. BIRNBAUM's conduct was the direct and proximate cause of injury to PAULA.

57. PROCARE is vicariously liable for BIRNBAUM's actions because those actions were not independent ventures, were committed during the very tasks assigned to BIRNBAUM by PROCARE and were reasonably foreseeable.

58. As a direct, proximate and legal result of BIRNBAUM's actions, PAULA has been injured.

59. As a direct, proximate, and legal result of BIRNBAUM's offensive and harmful contact, Plaintiff has been damaged in excess of \$15,000.00.

60. BIRNBAUM is guilty of oppression, fraud, and/or malice, express or implied, because BIRNBAUM knowingly and intentionally caused harmful and offensive contact to the person of PAULA.

61. Plaintiff has been required to retain legal counsel to enforce her rights and seeks recovery of all reasonable attorney's fees and costs incurred in this action.

THIRD CAUSE OF ACTION

Negligent Hiring, Training, Supervision, and Retention

(Against PROCARE)

62. Plaintiff repeats and realleges all the foregoing allegations as though

1 fully set forth herein.

2 63. PROCARE had a duty to act reasonably in the hiring, training,
3 supervision, and retention of employees and agents.

4 64. PROCARE had a duty to train their employees on applicable policies
5 and procedures that must be followed when investigating a complaint such as that
6 made by Plaintiff in this matter.

7 65. PROCARE had a duty to supervise their employees in a reasonable
8 manner so as to assure that their employees were following all applicable policies and
9 procedures.

10 66. PROCARE had a duty to supervise all employees to assure that no
11 employee was taking discriminatory, harassing, or other improper actions against
12 another employee.

13 67. BIRNBAUM, Mr. Montemayor, Ms. Anderson, Ms. Walski, and other
14 unknown employees of PROCARE acted in harassing, discriminatory, and offensive
15 ways towards PAULA.

16 68. Upon information and belief, BIRNBAUM, Mr. Montemayor, Ms.
17 Anderson, Ms. Walski, and other unknown employees of PROCARE failed to
18 adequately protect PAULA from harassing, discriminatory, and offensive conduct
19 and failed to appropriately address and investigate such conduct when PAULA
20 brought it to their attention on multiple occasions.

21 69. PROCARE's conduct was the direct and proximate cause of injury to
22 PAULA.

23 70. As a direct, proximate and legal result of PROCARE's actions, PAULA
24 has been injured.

25 71. As a direct, proximate, and legal result of PROCARE's actions, Plaintiff
26 has been damaged in excess of \$15,000.00.

27 72. Plaintiff has been required to retain legal counsel to enforce her rights
28 and seeks recovery of all reasonable attorney's fees and costs incurred in this action.

FOURTH CAUSE OF ACTION

Violation of the Fair Labor Standards Act

(Against PROCARE)

73. Plaintiff repeats and realleges all the foregoing allegations as though fully set forth herein.

74. At all relevant times, PAULA was an employee of PROCARE and PROCARE was her employer within the meaning of the Fair Labor Standards Act (FLSA).

75. In or around March 3, 2020 PROCARE eliminated PAULA's position title but kept her duties and responsibilities the same. Additionally, PROCARE cut her pay by more than \$40,000.00—from \$108,000.00 annually plus commissions to \$70,000.00 annually with no commissions—because, as she was told, she was “way over paid.”

76. While PAULA's pay was cut, Mr. Montemayor's pay remained the same even though he had been removed from the position of Director of Business Development several years prior yet was allowed to keep the salary and the title so as not to “break his spirit.”

77. The actions of PROCARE as described herein constitute violations of the FLSA, including, among other provisions, its Equal Pay Act, for discrimination in pay based upon PAULA's gender.

78. PAROCARE knew or should have known of their unlawful conduct.

79. Mr. Montemayor and PAULA were similarly situated in their titles as Director of Business Development and Director of Marketing respectively.

80. PROCARE is liable to PAULA for its unlawful conduct under the FLSA.

81. As a direct and proximate result of PROCARE's conduct, PAULA has suffered irreparable injury and monetary damages.

82. PROCARE's conduct was willful as defined by the FLSA, thereby warranting the imposition of liquidated damages.

1 83. As a direct, proximate, and legal result of PROCARE's actions, Plaintiff
2 has been damaged in excess of \$15,000.00.

3 84. Plaintiff has been required to retain legal counsel to enforce her rights
4 and seeks recovery of all reasonable attorney's fees and costs incurred in this action.

5 **FIFTH CAUSE OF ACTION**

6 **Declaratory Relief**

7 85. Plaintiff repeats and realleges all the foregoing allegations as though
8 fully set forth herein.

9 86. A justiciable controversy exists between PAULA and Defendants with
10 respect to the non-compete agreement and the restrictive covenants therein and
11 whether those agreements are enforceable.

12 87. There was no adequate consideration for the non-compete agreement
13 and the restrictive covenants therein as PAULA's compensation was reduced.
14 Moreover, the non-compete agreement and the restrictive covenants therein are
15 overly burdensome and overly broad, in violation of Nevada law.

16 88. This non-compete agreement and the restrictive covenants therein have
17 precluded PAULA from engaging in employment or other activity that she otherwise
18 would be able to engage in.

19 89. These issues are ripe for judicial determination.

20 90. Plaintiff respectfully requests this Honorable Court declare that the
21 non-compete agreement at issue in this case, and the restrictive covenants therein,
22 are unenforceable under Nevada law.

23 91. As a direct proximate and legal result of Defendants' actions as alleged
24 herein, PAULA has faced irreparable harm for which declaratory and other injunctive
25 and equitable relief is appropriate and necessary.

26 92. Plaintiff has been required to retain legal counsel to enforce her rights
27 and seeks recovery of all reasonable attorney's fees and costs incurred in this action.

28 ///

SIXTH CAUSE OF ACTION

Injunctive Relief

93. Plaintiff repeats and realleges all the foregoing allegations as though fully set forth herein.

94. PAULA has a strong likelihood of prevailing on the merits in this action. Defendants' egregious conduct, as describe herein throughout, establishes the elements of the claims alleged herein.

95. Because PROCARE has systematically interfered with PAULA's ability to make a living by insisting on her complying with an unlawful non-compete agreement, PROCARE has caused PAULA immediate and irreparable harm that is not compensable with monetary damages.

96. PAULA has no adequate remedy at law for Defendants' actions and conduct, as alleged herein, as monetary damages will not fully compensate her for the consequences of Defendants' unlawful activities.

97. The balance of hardships tips sharply in favor of PAULA. Failing to grant injunctive relief will provide PROCARE with an unfair advantage.

98. Accordingly, PAULA is entitled to an injunction prohibiting PROCARE from enforcing the non-compete agreement.

99. Injunctive relief is appropriate as monetary damages are insufficient to protect PAULA's rights and privileges to continue employment free from interference and interruption.

100. Plaintiff has been required to retain legal counsel to enforce her rights and seeks recovery of all reasonable attorney's fees and costs incurred in this action.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment for Plaintiff as follows:

1. Awarding judgment as appropriate and requiring Defendants to pay Plaintiff's compensatory damages, consequential damages, special damages, and any

1 other damages described herein and to be proven at trial, including back pay, and
2 front pay, in an amount in excess of \$15,000.00;

3 2. Awarding prejudgment interest;

4 3. Awarding punitive damages;

5 4. Awarding Plaintiff fees and costs associated with bringing this action,
6 in addition to reasonable attorney's fees as provided by the United States and or the
7 Nevada statutes; and

8 5. Granting such other and further relief as this Court deems necessary
9 and proper.

10 **JURY DEMAND**

11 Plaintiff demands a jury trial on all issues triable by a jury herein.

12 Dated this 23rd day of February, 2021.

13
14 GARG GOLDEN LAW FIRM

15
16 By Amanda J. Brookhyser
17 AMANDA J. BROOKHYSER
18 Nevada Bar No. 11526
19 3145 St. Rose Parkway, Suite 230
20 Henderson, Nevada 89052
21 (702) 850-0202
22 Counsel for Defendant Paula
23 Hambly
24
25
26
27
28

CERTIFICATE OF SERVICE

I certify that on the 23rd day of February, 2021, I electronically served the foregoing **ANSWER TO FIRST AMENDED COMPLAINT, JURY DEMAND, AND COUNTERCLAIM** on the following counsel electronically:

Joseph R. Ganley, Esq.
David M. Doto, Esq.
Richard L. Wade, Esq.
HUTCHISON & STEFFEN, PLLC
Peccole Professional Park
10080 West Alta Drive, Suite 200
Las Vegas, NV 89145
(702) 385-2500
Counsel for Plaintiffs

By Kavita Narh
For Garg Golden Law Firm